

TERMS AND CONDITIONS OF SERVICE

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by the Supplier to the Client.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Supplier in writing.

2. Definitions

- 2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in euros);
“The Client”	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Supplier
“The Commencement Date”	the commencement date for this agreement as set out in the schedule
“ Services”	means the services to be provided by the Supplier to the Clients as set out in the specification documentation.
“The Supplier”	Quad Web Design Ltd

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. The Service

- 3.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the estimate/specification or otherwise agreed under this agreement.
- 3.2 The Supplier will use reasonable care and skill to perform the services identified in the estimate/specification or otherwise agreed under this agreement.
- 3.3 The Supplier shall use all reasonable endeavours to complete its obligations under the estimate/specification, but time will not be of the essence in the

performance of these obligations.

- 3.4 All hosting contracts are a minimum of 12 months. 3 months notice is required thereafter for termination of the hosting agreement.
- 3.5 The supplier will not be responsible for any aspect of the website if it is to be hosted away from its own servers.
- 3.6 In the event of development going over its original course in terms of time and budget, the supplier is not responsible for extra costs incurred. The client is responsible for paying any extra charges incurred and any work that has been carried out prior to that stage regardless of what stage the project is at.

4. **Price**

- 4.1 The Client agrees to pay the Fees in accordance with the terms of payment.
- 4.2 In addition the Supplier shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 4.3 The Client will pay the Supplier for any additional services provided by the Supplier that are not specified in the estimate/specification in accordance with the Supplier's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for the Expenses.
- 4.4 All sums payable by either party pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that party shall be additionally liable.

5. **Payment**

- 5.1 All payments required to be made pursuant to this Agreement by either party shall be made within 30 days of the date of the relevant invoice in pounds sterling in cleared funds to such bank at HSBC as the other party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 5.2 The time of payment shall be of the essence of these terms and conditions. If the Client fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Client the full remaining balance regardless if the project is completed or not.
- 5.3 Failure to pay on time may result in any website, application or design being stopped, until any outstanding payments are cleared. Unless agreed in writing Quad Web Design Ltd reserve the right to hold all files/copyright until all fees are paid in full.
- 5.4 All ongoing payments must be setup via standing order and all standing orders must be setup for the 1st of each month. Standing orders must be setup prior to launching.
- 5.5 All finance agreements are based on the main contact being a personal guarantor for the debt, payments will be made by standing order only.

6. Variation and amendments

- 6.1 If the Client wishes to vary any details of the estimate/specification it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 6.2 If, due to circumstances beyond the Supplier's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client forthwith. The Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 6.3 The Supplier will carry out a maximum of 5 updates to an existing design. The Supplier reserves the right to supply up to 3 different design templates depending on specific project requirements. Any further work will be charged separately.
- 6.4 Any change to the requirements after the design/specification has been signed off will be charged separately. Changes to original text, pictures or media after the original text, pictures or media have been put into place will be charged separately.
- 6.5 The Supplier will not be responsible for any misunderstanding or misconception by the Client's interpretation of the estimate/specification whereby something has not been completed. It is up to the Client to explicitly describe exactly what is expected at the requirements stage or in the specification documentation.

7. Termination

- 7.1 The Supplier may terminate the agreement forthwith if:
 - 7.1.1 the Client is in breach of any of its obligations hereunder; or
 - 7.1.2 the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
 - 7.1.3 the Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
 - 7.1.4 the Client ceases or threatens to cease to carry on business; or
 - 7.1.5 any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination, through no fault of the Supplier, the termination of the service) that necessitate the termination for whatever reason of the provision of services.
- 7.2 In the event of termination under clause 7.1 the Supplier shall retain any sums already paid to by the Client without prejudice to any other rights may have whether at law or otherwise.

8. Sub-Contracting

Either party may sub-contract the performance of any of its obligations under this

Agreement without the prior written consent of the other party. Where either party sub-contracts the performance of any of its obligation under this Agreement to any person with the prior consent of the other party, that party shall not be responsible for every act or omission of the sub-contractor as if it were an act or omission of the party itself.

9. Liability

- 9.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) in connection with the performance of this contract or with the use by the Client of the Services supplied.
- 9.2 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agent or employees.
- 9.3 The Supplier shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 9.4 [Where the Client consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Client shall be joint and several obligations of such persons.]
- 9.5 The supplier shall not be liable for loss of earnings to the Client or be deemed to be in breach of these terms and conditions if there is a delay in producing designs, websites or applications.

10. Force Majeure

- 10.1 Neither the Supplier nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-
- 10.2 act of God, explosion, flood, tempest, fire or accident;
- 10.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.5 import or export regulations or embargoes;
- 10.6 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);
- 10.7 difficulties in obtaining raw materials, labour, fuel, part or machinery;
- 10.8 power failure or breakdown in machinery.

11. Waiver

- 11.1 No waiver by the Supplier of any breach of these terms and conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.
- 11.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

12. Severance

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

13. Copyright

The Supplier reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Supplier's services or facilities. The Supplier reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

14. Source Code

All Source Code unless otherwise agreed upon will remain with the supplier under clause 13.

15. Notices and Service

- 15.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:- sending by pre-paid registered post; or sending by email, facsimile transmission or comparable means of communication.
- 15.2 Any notice or information given by post in the manner provided by Clause 15.1 which is not returned to the sender as undelivered shall be deemed to have been given on the 14th day after the envelope containing was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 15.3 Any notice or information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of is sent to the other party 24 hours after transmission.

15.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing to be delivered to the other party at its registered or principal office, or to such other address as may be notified to by the other party in writing from time to time

16. **Applicable Law and Jurisdiction**

These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.

Specification Schedule

Description	Completion Date	Payment Terms
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See estimate/specification for more specific details regarding the project.	n/a	n/a
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